

ADOPTION PARTNERSHIP AGENCIES CONTRACT

CFS

MAR 12 2008

POLICY UNIT

3239804

BETWEEN

**THE NEBRASKA
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

AND

**ADOPTION LINKS WORLDWIDE
CHILD SAVING INSTITUTE
LUTHERAN FAMILY SERVICES**

1239062
515005
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This Contract is entered into, on March 1, 2008, (hereinafter, the Effective Date) by and between the State of Nebraska, Department of Health and Human Services, Division of Children and Family Services (hereinafter the "Department") and Adoption Links Worldwide, 5017 Leavenworth, Ste 1, Omaha, NE 68106; Child Saving Institute, 115 S. 46th St., Omaha, NE 68132; and, Lutheran Family Services, 124 S. 24th St., Omaha, NE 68102 (hereinafter, collectively "Adoption Partnership")

WHEREAS, the Department is desirous of contracting for the provision of ADOPTION SUPPORT SERVICES to youth of the State of Nebraska; and

Whereas the Adoption Partnership is providing ADOPTION SUPPORT SERVICES as duly licensed Child Placing Agencies;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. TERM, CONSIDERATION, AND TERMINATION

A. TERM OF CONTRACT

This Contract shall be in effect from March 1, 2008 through June 30, 2009 unless otherwise terminated as provided herein below.

B. CONSIDERATION

1. The Department agrees to pay the Adoption Partnership a total of \$479,731.20 for the contract period, per Attachment B. Payments will be made monthly, in the amount of \$29,983.20, one-third (\$9,994.40) of which will be paid to Lutheran Family Services; one-third (\$9,994.40) will be paid to Adoption Links Worldwide; and one-third (\$9,994.40) will be paid to Child Saving Institute. Payment will be made upon receipt of a billing document from the Adoption Partnership, which is to be supplied on or about the 5th of the month following the month for which services were provided.

C. TERMINATION

Either party hereto may terminate this Contract for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. Subsections D, E, L, and Q of Article IV shall survive termination of this Contract.

ARTICLE II. SCOPE OF SERVICES

The Adoption Partnership shall provide assistance to youth in order to facilitate the timely adoption of children in permanent, adoptive homes.

A. Definitions for purposes of this contract:

1. List of children free for adoption: the list provided by the Department to the Adoption Partnership. This list will be provided at the time the contract begins and monthly thereafter.
2. Free for adoption: parental rights of at least one parent have been extinguished, by death, voluntary relinquishment, or court termination of parental rights.
3. In adoptive placement: the adoptive placement agreement has been signed by the prospective adoptive parent(s) and the Department.
4. Adoption exchanges will include the Department internal listing of children free for adoption, the Nebraska Adoption Exchange (Nebraska web site), and AdoptUsKids.

B. PROGRAM STANDARDS.

1. Functions/Services to be provided:

- a. Maintenance of the list of Department wards free for adoption and not yet in an adoptive placement, including, but not limited to:
 - 1) Exchange(s) on which the child is listed, or the existence of an exception for registration on exchanges; and
 - 2) Date of registration, update, removal and reason for removal
- b. Registration of all appropriate Department wards on the adoption exchanges and the Heart Gallery, including:
 - 1) Gathering information from appropriate sources, e.g., N-FOCUS, child's case manager, foster parent or other caregiver, the child himself or herself, or therapist; and,
 - 2) Supplying professional-quality photos, including but not limited to locating photographers, making arrangements for the photo-shoot and assisting in arranging the child's transportation if needed, and supplying the photos.
- c. Updates of information for children on the exchanges no less frequently than once/year, and more frequently if appropriate, including the request for an update from the child's case manager. Updates will be done for children already on the exchanges, at the point the current registration is more than twelve (12) months old.
- d. Monitoring responses from families interested in registered children, and:
 - 1) Making an initial response to the family to notify receipt of the inquiry;
 - 2) Determining if the family is licensed or approved in the state of residence of the family;
 - 3) Obtaining a copy of the home study;
 - 4) Performing an initial screening of the family to determine if it appears the family might be an appropriate adoptive family for the child; and,
 - 5) Providing a copy of the home study with comments on the initial screening to the child's case manager.
- e. Review of files for children free for adoption to identify potential adoptive placements, contact with these families to determine their interest in adoptive placement, and prioritization of their potential for placement. It is understood that if families are located that might be a support system to the child but are not interested in adoption, information about these families also will be recorded and given to the case manager.

- f. Preparation of historical and current information from child's file for use in determining the child's needs and sharing with adoptive parents. It is understood that this information will not replace the Department's provision of the opportunity for review of the child's file by the adoptive family.
- g. Preparation of adoption finalization packets, for purposes of filing of adoption petitions. (A list of expected contents of an adoption finalization packet will be provided by the Department.)
- h. Recruitment of adoptive families for children who are wards of the Department, to be done as part of the usual recruitment activities of the contractor, including such activities as informational meetings for persons interested in adopting.

C. ADMINISTRATIVE STANDARDS

1. The Adoption Partnership recognizes and affirms that:
 - a. The Department has the final authority in all decisions pertaining to placing children on adoption exchanges and the contents of the referrals, consideration of or placement with potential adoptive families identified by the Adoption Partnership, contents of information summarized from the child's file, contents of adoption packets, and licensure of families recruited by the Adoption Partnership;
 - b. The Department will determine which children are referred to the Adoption Partnership for the services to be provided under the Contract; and
 - c. The services to be provided under this contract will be provided jointly by the Adoption Partnership, that the number of children and families to be served as outlined in the Performance Measures are the total for the three agencies, AND that the three agencies as a whole will be held accountable for meeting the Performance Measures.
2. Performance Accountability: The Department and the Adoption Partnership agree to work together to implement a system of performance accountability that includes the measurement of areas of performance. The process shall also include the compilation, analysis, and interpretation of the data in a collaborative manner between the Department and the Adoption Partnership. The Contractor understands that the intent of the Department is to publicly post information re: the stated Performance Measures and the degree to which they were met. The Adoption Partnership agrees to provide reports monthly, by the 15th of the following month, with the first report due by April 15, 2008. These reports will be in a format agreed to between the Adoption Partnership and the Department and will include information from all three agencies that comprise the Adoption Partnership.
Should the Adoption Partnership be more than 15 days delinquent in submitting the Performance Measures Report, the Department may withhold an amount equal to 10% of each subsequent month's total receivable amount, due to the Contractor under this contract, until such time as the Performance Measures Report is submitted. Such amount shall be forfeited on the part of the Adoption Partnership without further obligation to pay on the part of the Department. The Adoption Partnership agrees to share any aggregate reports or summaries of reports regarding satisfaction from children or families served, with the Department. Any reports or summaries shall be submitted at the same time as the Performance Measures Report.
3. Performance Measures: Performance Measures are stated in Attachment A, which

is included as a part of this contract.

4. Staff providing services under this contract shall be at least 19 years of age and shall have, at a minimum, a Bachelor's Degree in human services or a related field or five years of full-time equivalent experience in child welfare programming and a high school diploma or GED.
5. Conflict Resolution: Should the Adoption Partnership have any concerns with the provision of services and subsequent reimbursement, the Contractor shall initiate a communication with the Department-designated Contract Liaison(s).

ARTICLE III. DEPARTMENT'S OBLIGATIONS

A. CONSIDERATION

The Department will pay the Adoption Partnership as describe in Article I. B.

B. RESPONSIBILITIES TO THE ADOPTION PARTNERSHIP

The Department recognizes and affirms its responsibilities for the youth towards the Adoption Partnership.

1. Cooperation: The Department shall cooperate with the Adoption Partnership in obtaining needed information in a timely manner. The Department Case Manager shall respond to all inquiries from the Adoption Partnership within five (5) days. In the event that the Adoption Partnership believes the Case Manager is not responding in a timely manner, the Adoption Partnership will notify the person or persons designated by the Department, who will assist in obtaining the information.

ARTICLE IV. GENERAL PROVISIONS

A. ASSIGNMENT

The Adoption Partnership agrees not to assign or transfer any interest, rights, or duties under this Contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this Contract.

B. SUBCONTRACTORS

The Adoption Partnership agrees that subcontractors will not be utilized in the performance of this Contract unless the Adoption Partnership has obtained prior written authorization for the use of subcontractors from the Department.

C. AMENDMENT

This Contract may not be modified except by amendment made in writing and signed by both parties or their duly authorized representatives.

D. CONFIDENTIALITY

The Adoption Partnership agrees that any and all information gathered in the performance of this Contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary Contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

E. DATA OWNERSHIP AND COPYRIGHT

All data collected as a result of this project shall be the property of the Department. All materials, documents, reports, and data compilations produced by the Adoption Partnership in order to meet its obligation to the Department hereunder, are works-made-for-hire and shall be the sole property of the Department.

The Adoption Partnership may copyright any of the copyrightable material produced in conjunction with the performance required under this Contract. The Department and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State or Federal Government purposes.

F. BREACH OF CONTRACT

Should the Adoption Partnership breach this Contract, the Department may, at its discretion, terminate this Contract immediately upon written notice to the Adoption Partnership. The Department shall pay the Adoption Partnership only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this Contract and hold the Adoption Partnership liable for all expenses incurred in such additional Contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

The waiver by the Department of a breach of any provision of this Contract by Adoption Partnership shall not operate or be construed as a waiver of any subsequent breach by Adoption Partnership. No waiver shall be valid unless in writing and signed by the Director of the Department.

G. AVAILABILITY OF FUNDING

Due to possible future reductions in State and/or federal appropriations, the Department cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate the Contract or reduce the consideration upon notice in writing to the Adoption Partnership. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the State and/or federal funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Adoption Partnership may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

H. RELEASE, INDEMNITY, AND RISK MANAGEMENT

The Adoption Partnership shall assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Contract and proximately caused by the negligent or intentional acts or omissions of the Adoption Partnership, its officers, employees, assignees, or agents.

The Department, if liable, is limited to the extent provided by the Nebraska Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209 to 81-8,235 (2004), the Nebraska Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302 to 81-8,306 (2004), and the Nebraska Miscellaneous Claims Act, Neb. Rev. Stat. §§ 81-8,294 to 81-8,301 (2004); and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.

I. INDEPENDENT CONTRACTOR

The Adoption Partnership is an independent Adoption Partnership and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Adoption Partnership shall employ and direct such personnel as it requires to perform its obligations under this Contract, exercise full authority over its personnel, and comply with all worker's compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this Contract.

J. DRUG-FREE WORKPLACE

The Adoption Partnership hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

K. LOBBYING

1) If the Adoption Partnership receives federal funds through the Department, for full or partial payment under this Contract, then no Federal appropriated funds will be paid, by or on behalf of the Adoption Partnership, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any Federal Agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Adoption Partnership shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

L. RESEARCH

The Adoption Partnership may not engage in research utilizing the information obtained through the performance of this Contract without the express written consent of the Director of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this Contract.

M. WORKERS' COMPENSATION

In the event that the Nebraska Workers' Compensation Act Neb. Rev. Stat. §§ 48-101 to 48-1,117 (Supp. 2005) (the Act) applies to the Adoption Partnership and the Adoption Partnership has employees involved in the carrying out of this Contract, the Adoption Partnership shall certify that it has obtained a policy providing coverage under the Act for its employees or will obtain proof of such coverage within thirty (30) days after the commencement of this Contract and shall provide the Department with proof of such coverage. In the event that the Act applies to the Adoption Partnership and the Adoption Partnership has obtained approval from the Department to subcontract some of its work under this Contract, the Adoption Partnership shall insure that all of its subcontractors have obtained workers' compensation insurance and will file proof of such insurance with the Department.

N. NON-DISCRIMINATION

The Adoption Partnership agrees to comply fully with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7, as amended; the Rehabilitation Act of 1973, Pub.

L. 93-112, 29 U.S.C. §§ 701 et seq., as amended; the Americans With Disabilities Act of 1990, Pub. L. 101-336, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125 (2004), as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Adoption Partnership agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Adoption Partnership. The Adoption Partnership further agrees to insert similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.

O. FEDERAL FINANCIAL ASSISTANCE

The Adoption Partnership agrees that its performance under this Contract will comply with all applicable provisions of 45 C.F.R. §§ 87.1–87.2 (2005) et seq. The Adoption Partnership further agrees that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

P. PUBLIC COUNSEL

In the event the Adoption Partnership provides health and human services to individuals on behalf of the Department under the terms of this Contract, Adoption Partnership shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 to 81-8,254 (2004) with respect to the provision of services under this Contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 to 81-2264 (2004).

Q. ACCESS TO RECORDS AND AUDIT LIABILITY

All Adoption Partnership books, records, and documents relating to work performed or monies received under this Contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained for a period of six (6) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in this Contract, the Adoption Partnership shall agree that it will be held liable for audit exceptions, and shall return to the Department all payments made under this Contract for which an exception has been taken or which has been disallowed because of such an exception. The Adoption Partnership agrees to correct immediately any material weakness or condition reported to the Department in the course of an audit.

R. GOVERNING LAW

This Contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.

S. SEVERABILITY

If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if this Contract did not contain the particular provision held to be invalid.

T. PROMPT PAYMENT

If applicable, payment will be made in conjunction with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §§ 81-2401 to 81-2408 (2004). The Department may request that payment be made electronically instead of by State warrant.

U. CONFLICTS OF INTEREST

In the performance of this Contract, the Adoption Partnership agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Adoption Partnership will notify the Director of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

V. INCORPORATED BY REFERENCE AND INTEGRATION

All references in this Contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Adoption Partnership in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text, herein.

This written Contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.

The Headings set forth in this Contract are for convenience only and will not control or affect the meaning or construction of the provisions of this Contract.

This Contract may be signed in counterpart originals, which collectively shall have the same legal effect as if all signatures had appeared on the same physical document. This Contract may be signed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

W. FORCE MAJEURE

The performance by either party hereunder is excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform. In the event that a party experiences a force majeure event, such party shall notify the other party(ies) of such force majeure condition. The terms of this Section shall not exempt, but merely suspend, the notifying party's performance under this Contract, until such time as it is reasonably possible for said party to resume its performance hereunder.

X. NEBRASKA TECHNOLOGY ACCESS STANDARDS

The Adoption Partnership agrees to ensure compliance with current Nebraska Access Technology Standards. The intent is to ensure that all newly procured information technology equipment; software and services can accommodate individuals with disabilities.

Information technology products, systems, and services including data, voice, and video technologies, as well as information dissemination methods will comply with the Nebraska Technology Access Standards. A complete listing of these standards can be found at website <http://www.nitc.state.ne.us/standards/accessibility/> and are part of the Department's General Provisions.

Y. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

The Adoption Partnership certifies that neither it nor its principals are presently debarred,

IN WITNESS THEREOF, the parties have duly executed this Contract hereto, and each party acknowledges the receipt of a duly executed copy of this Contract with original signatures.

FOR THE DEPARTMENT:

By: Todd A. Landry

Todd A. Landry, Director

Division of Children & Family Services

Department of Health and Human Services

DATE: 2/29/08

FOR THE CONTRACTOR:

By: [Signature]

Title: Executive Director

Printed Name Cheryl Murray

DATE: 2-29-08

FOR THE CONTRACTOR:

By: Judy W. Kay

Title: Interim President & CEO

Printed Name JUDY W. KAY

DATE: 2/29/08

FOR THE CONTRACTOR:

By: [Signature]

Title: PRES/CEO

Printed Name: RUTH A. HENRICHIS

DATE: 3/14/08

[Relates to Service #4]

- h. At least 32 adoptive families interested in adoption of children who are wards of the Department will be referred to the Department for the purpose of application for licensure for adoption.

[Relates to Service #8]

B. Federal Outcome: Permanency for Children and Youth in Foster Care for Long Periods of Time

Outcome: 98% of children who were legally free for adoption and exited foster care were discharged to a permanent home (adoption, guardianship, or reunification) prior to their 18th birthday.

1. Measures:

- a. 100% of the youth free for adoption will be included on a list that is reviewed at least monthly to assess the child's status.
 - 1) A review is defined as updating information and preparing reports as specified by the Department, from the list, including, at a minimum, name and date of birth of child, case manager, exchanges on which the child is listed and date of referral to each exchange (or date of the DHHS-approved exception to placement on the exchanges and reason for exception).
 - 2) Child's status is defined as any changes or additions of information. This includes adding and removing children from the list, as well as child specific information that may have changed including date of additional exchange action (e.g., put on hold, updated, removed).

[Refers to Service #1]

C. Federal Outcome: Placement Stability

Outcome: 86% Children in care for less than 12 months will experience two or fewer placement changes.

Outcome: 65.4% Children in care for 12 to 24 months will experience two or fewer placement changes.

Outcome: 41.8% Children in care for 24 or more months will experience two or fewer placement changes.

1. Measures:

- a. 95% of the children referred for file review will have a minimum of 5 and a maximum of 10 potential placement resources identified within 60 days of receipt of referral.
 - 1) The list of resources will include a ranking of the best potential placement matches.
 - 2) Minimum number of children to be served is 170.

[Refers to Service #5]

- b. 100% of the children referred to the contractor will have a case summary prepared and submitted to the child's case manager within 30 days of the receipt of the referral.
 - 1) Referral is defined as a cover letter requesting preparation of the summary and the case file.
 - 2) Summary will include, at a minimum, social and family history, identification of current and anticipated future special needs, medical history and identified

ATTACHMENT B
Adoption Partnership Contract Budget
Period of March 1, 2008 – June 30, 2009

<u>Revenue</u>	<u>NDHHS</u>	<u>In-Kind Contributions</u>	<u>Total</u>	<u>Line Item Justification</u>
Fee for Service	479,731.20		479,731.20	
Professional Photography		20,000.00	20,000.00	80 children professionally photographed at \$250 value
Family Finding		20,000.00	20,000.00	Extensive file reviews and placement recommendations for 10 children
Internet Search Engines		4,000.00	4,000.00	\$25 per name search for 160 children
Informational Meetings		8,000.00	8,000.00	\$250 each meeting for staff, office space, and materials
Administrative Indirect Cost		52,998.40	52,998.40	16.6% Federally approved indirect cost rate. 11.6% contributed as in-kind for 16 months
TOTAL REVENUE	479,731.20	104,998.40	584,729.60	
<u>Expenses</u>				
Salaries	335,427.20		335,427.20	6 FTE Direct Services Staff, Secretary, Supervisory
Benefits and Taxes	83,856.00		83,856.00	25% salaries
Supplies	2,400.00		2,400.00	\$400 per direct service staff for desk and file items
Travel	9,600.00		9,600.00	\$100 per staff per month
Postage, Printing and Telephone	24,003.20		24,003.20	\$4,000/staff for long-distance calls, packet copying & mailings
Adoption Exchange Expenses	1,600.00		1,600.00	Mileage for photographers, lunches for children, etc.
In-kind		104,998.40		See revenue items above
Administrative Indirect Cost	22,844.80		22,844.80	5% of total expenses. 11.6% Contributed as in-kind for 16 months
TOTAL EXPENSES	479,731.20	104,998.40	584,729.60	

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Z. NOTICES

Any written notices required by this Contract shall be sent to the following addresses:

For the Department:

For the Contractor:

Department Contact

DHHS

Attn: Margaret Bitz

P.O. Box 95026

Lincoln, NE 68509-5026

Contractor Contact

Adoption Links Worldwide

Attn: Cheryl Murray

Address: 5017 Leavenworth St. Ste. 1

City/State Omaha, NE 68106

Contractor Contact

Child Saving Institute

Attn: JUDY W. KAY

Address: 115 S. 46th St.

City/State Omaha, NE 68132

Contractor Contact

Lutheran Family Services

Attn: [Signature]

Address: 124 So. 24th St. Ste. 230

City/State OMAHA, NE 68102

AB#
334578

30688-03
36990-04

CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILDREN AND FAMILY SERVICES

AND

MAXIMUS Human Services, Inc.

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Family Services** (hereinafter the "Department"), and **MAXIMUS Human Services, Inc.** (hereinafter the "Contractor").

PURPOSE. The purpose of this contract is: To contract for the provision of securing Title II (SSA) and Title XVI (SSI) funding for wards of the Department.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from November 13, 2008 until November 12, 2010.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 5 (Five) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately.

II. CONSIDERATION

- A. The Department agrees to pay the Contractor the total amount not to exceed \$250.00 (Two Hundred Fifty dollars) for each successful SSI Title XVI application for wards of the Department previously found medically eligible for SSI benefits whose eligibility has been suspended or terminated for non-medical reasons.
- B. The Department agrees to pay the Contractor the total amount not to exceed \$60.00 (Sixty Dollars) for each application as follows: the Contractor shall identify existing entitlement to Title II Social Security (SSA) and/or Title XVI Supplemental Security Income (SSI) benefit payments and develop and submit applications for the Department to be selected as representative payee to receive benefit payments on behalf of entitled wards of the Department.

- C. Invoices are to be submitted by the Contractor to the Department by the 10th day of the month following the month in which the Department has been confirmed as representative payee to receive benefit payment.

The Contractor is responsible for any and all costs associated with the production and delivery of reports, billings, and other related administrative costs.

The Department further agrees to make payment within a reasonable time after the provision of care, submission of billing and receipt of required reports in compliance with the Nebraska Prompt Payment Act.

The Department reserves the right to withhold payment until required reports are received.

No other charges may be submitted under the terms of this contract without prior approval and agreement of the Department.

III. SCOPE OF SERVICES

The Contractor agrees to perform the following services:

- A. The Contractor shall identify existing entitlement to Title II Social Security (SSA) and/or Title XVI Supplemental Security Income (SSI) benefit payments and develop and submit applications for the Department to be selected as representative payee to receive benefit payments on behalf of entitled wards of the Department.

The Contractor shall monitor submitted representative payee applications until the Department receives initial benefit payment and non-eligibility as payee is determined, i.e., a claimant is no longer a ward of the Department.

The Contractor shall identify potential entitlements for SSI payments for wards of the State of Nebraska previously found medically eligible for SSI benefits whose eligibility has been suspended or terminated for non-medical reasons. The Contractor shall develop and submit applications on behalf of the Department.

The Contractor shall monitor submitted SSA applications until the Department receives an eligibility decision or non-eligibility as payee is determined, i.e., a claimant is no longer a ward of the Department.

B. PERFORMANCE MEASURE

The Contractor will identify all children who are wards of the Department potentially eligible for entitlement benefits and apply for benefits on behalf of 100% of those children, within thirty days of receiving referral from the Department.

C. REPORTING REQUIREMENTS

The Contractor agrees to submit a report by the 10th day of each month following the month in which the service described herein was provided. These reports shall include:

1. The number and names of wards of the Department for whom the Contractor has filed for the Department to be appointed as payee for existing SSA or SSI payments in the report month.
2. The cumulative number of wards of the Department for whom the Department has filed to be representative payee.
3. The number and names of wards of the Department for whom the Department has been confirmed as representative payee for the report month.
4. The cumulative number of wards of the Department in the calendar year for whom the Department has been confirmed as representative payee.
5. The amount of Title XVI and Title I funds received for report month and to date related to representative payee applications.
6. The number and names of wards of the Department for whom the Contractor has filed SSI applications for the Department in the report month.
7. The accumulative number of wards of the Department in the calendar year for whom the Department has filed SSI applications.
8. The number and names of wards of the Department for whom the Department has received favorable SSI decisions in the report month.
9. The cumulative number of wards of the Department in the calendar year for whom the Department has received favorable SSI decisions.
10. The amount of annualized benefits for favorable decisions received in the report month.
11. The cumulative amount of annualized benefits in the calendar year received for favorable decisions.

IV. DEPARTMENT RESPONSIBILITIES

The Department shall be responsible for the following:

- A. Authorizing the Contractor as an agent of the Department to request and review records and information on behalf of the Department, e.g., Social Security and Department records.
- B. Providing access to and information from case systems records as necessary to determine potential eligibility for SSA/SSI benefits and to effectively document representative payee applications.
- C. Designating a department employee as the Contract Liaison to whom the Contractor can address questions and discuss related issues.
- D. Designating a Department employee or employees assigned to an office in the Lincoln, Nebraska area authorized to sign applications and related forms on behalf of the Contractor.

V. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.
2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide the Department with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.
3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.

B. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.

D. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

E. BREACH OF CONTRACT.

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

F. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

G. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

- H. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State Government purposes. This provision shall survive termination of this contract.
- I. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- J. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- K. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- L. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- M. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.
- N. HOLD HARMLESS.
1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with either

- S. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- T. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- U. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- V. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- W. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- X. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR THE DEPARTMENT:

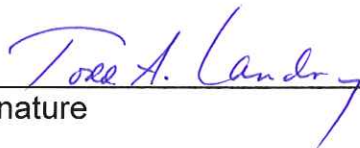
Todd A. Landry, Director
Division of Children and Family Services
301 Centennial Mall South
Lincoln, Nebraska 68509-5026
(402) 471-1878

FOR THE CONTRACTOR:

Akbar Piloti
MAXIMUS Human Services, Inc
11419 Sunset Hills Road
Reston, Virginia 20109
(703) 251-8500

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR THE DEPARTMENT:



Signature

Todd A. Landry
Director
Department of Health and Human Services
Division of Children and Family Services

FOR THE CONTRACTOR:



Signature

~~Akbar Piloti~~ *Frank Mirkoud*
President and General Manager
MAXIMUS Human Services, Inc.

DATE: 11/21/08

DATE: 12/12/2008